A third class of cases is that in which the acts contracted for may not themselves be illegal, or even against public policy, but in which the contracts are from their very nature of an improper tendency; these contracts the courts refuse to enforce, wholly without consideration of the effect of specific acts done under them. The end, not the means, is condemned; the moral effect of the contract as a whole is bad. Into this class the case under consideration falls. Here the courts are cautious in asserting themselves; they can be justified in so doing only where the danger affects their own mechanism or the mechanism of the government upon which their existence depends, or the relations of the society upon which the government rests. An agreement in restraint of trade is invalid; it affects the integrity of society, not because it is necessarily against public policy for a certain man to refrain for the rest of his life from taking part in a particular business, but because it is against public policy for him to bind himself to do so. A promise to use influence in order to obtain a government contract is void in itself, even though the influence is used in a legitimate way; this concerns the efficiency of the general government. *Tool Co.* v. *Norris*, 2 Wallace, 45. An agreement to "use every legal and proper endeavor" to have criminal prosecutions dismissed is void; this affects the integrity of the courts themselves. *Overbeck* v. *Hall*, 14 Bush (Ky.), 505. The same principle applies to the present case. The contract for services of attorney which involve an effort to prevent the finding of an indictment is void in itself, whether any wrongful act is intended under it or not. It is bad in the essence of its subject matter; by its nature it has a tendency to affect the secret workings of the grand jury; and the court is right in refusing to enforce it.

"The Three Friends" — Violation of the Neutrality Laws. — The legality of the much discussed seizure of the ship "The Three Friends," under the forfeiture clause of Section 5233 of the Revised Statutes, commonly known as the Neutrality Laws, as that vessel was about to start to the aid of the Cuban insurgents, has now been affirmed by the Supreme Court. *The Three Friends*, 17 Sup. Ct. Rep. 494. A novel question as to the construction of the statute, upon which depends the propriety of the government's seizing vessels intended to assist these insurgents, or any similar body of people, is effectually dealt with by the Chief Justice in a long opinion, from which, however, Mr. Justice Harlan dissents. The terms of the statute direct the forfeiture of any vessel fitted out "with intent that such vessel shall be employed in the service of any foreign prince or state, or of any colony, district, or people, to cruise or commit hostilities against the subjects, citizens, or property of any foreign prince or state, or of any colony, district, or people, with whom the United States are at peace." While it is admitted that the objects of hostility, under this act, must be some people officially recognized by the Executive as belligerents, a question arises as to whether it is necessary that the body of persons in whose service the vessel is to be employed shall have received a similar recognition. Looking at the general purpose of the law, it is evident that its object is to prevent persons within our jurisdiction from aiding hostilities against some state or people whom we have at least recognized as belligerent. To no other body of persons could our government possibly lie under any international obligation to discountenance

such attempts. Supposing, however, that the object of hostilities is at least a people recognized as belligerent, which might, according to the principles of international law, bring claims against our government for allowing such acts in aid of hostilities against them, it seems immaterial whether the persons committing such hostilities are recognized by us as belligerent or not. Though perhaps the word "neutrality" describes exactly only the position we ought to take towards two recognized belligerent parties, yet surely we are also under an obligation not to permit aid to be given by persons within our jurisdiction to any attack upon a people with whom we are at peace, whether we have or have not as yet recognized the attacking party as belligerents. To enforce all such obligations is the apparent object of the statute; and the words "any colony, district, or people" seem sufficiently broad to cover all cases. The difficulty arises principally from the fact that exactly the same terms are used immediately before in designating the objects of hostility. The court below, and Mr. Justice Harlan, consider it impossible to restrict the meaning of the words in one place and not in the other. The majority of the Supreme Court, however, see no objection to construing the words differently in the different connections, and upon thorough consideration of the scope of the act reach a conclusion which ought decidedly to recommend itself to all, so long as we remain at peace with the Spanish nation.

THE LIABILITY OF AN INSANE ACCOMMODATION INDORSER. — In a late Tennessee case, *Memphis National Bank* v. *Sneed*, 36 S. W. Rep. 716, the defendant's testator, while of sound mind, signed a note as accommodation indorser, and later, after becoming insane, signed in like capacity a renewal of the original obligation, the old note being at the same time surrendered and extinguished. The estate of the insane person was held liable in an action on the new note, the decision being rested upon the ground that the plaintiff had no notice of the insanity, and that the lunatic had received a valuable consideration in his release from liability upon the old note. A similar case is *Snyder* v. *Laubach*, 7 W. N. 464. See also, *Wirebach's Executor* v. *First National Bank*, 97 Pa. St. 543; *Hostler* v. *Beard*, 43 N. E. Rep. 1040 (Ohio).

If it be conceded that the holder ought under any circumstances to be allowed to recover upon the instrument itself against a defendant who was insane at the time of signing, it certainly seems fair to permit such recovery where the defendant has received a *quid pro quo*. It is submitted, however, that in all cases where negotiable paper has been signed by a defendant who was *non compos mentis*, the law should allow no action whatever upon the instrument. Insanity, like infancy, coverture, and extreme intoxication, is properly a real defence based upon the incapacity of the defendant to make a binding contract. *Sentance* v. *Poole*, 3 C. & P. 1; *Van Patton* v. *Beals*, 46 Iowa, 62. But where the insane person has received a *quid pro quo*, it is manifestly unjust that he or his estate should be thus enriched at the expense of an innocent party, and the courts should unquestionably furnish some adequate remedy. The court in *Memphis National Bank* v. *Sneed* rightly regarded the insane indorser's release from liability on the old and valid note as a valuable consideration, but unfortunately it proceeded upon the supposition, that unless recovery were allowed upon the new note, the plain-